

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 19, 2003

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance

**AGENDA ITEM WORDING:** Approval to award bid and enter into a contract with Barnes' Alarm Systems, Inc. for alarm system certification, maintenance, and monitoring.

**ITEM BACKGROUND:** On January 9, 2003, a bid opening was held for alarm system annual certification, maintenance, and monitoring. American Alarms, Inc., the apparent low bidder, showed irregularities in their bid. The office of the County Attorney advised that it is appropriate to accept the low bid after the disqualification of American Alarm. Barnes' Alarm Systems, Inc. is the next apparent low bidder.

**PREVIOUS RELEVANT BOCC ACTION:** Funding for Alarm System Certification, Maintenance, and Monitoring was approved by the BOCC on September 18, 2002.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** \$25,000.00 not to exceed

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$25,000.00 not to exceed

**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** 217

# ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING OFFICE - TABULATION SHEET

OPEN DATE: JANUARY 9, 2003 AT 11:00 AM

TITLE: ALARM SYSTEM MONITORING AND ANNUAL CERTIFICATION

RESPONDENT	ITEM #1	ITEM #2	ITEM #3	ITEM #4	ITEM #5	ITEM #6
American Alarms, Inc	\$1,500.00	\$20.00 mo. \$200.00 year	\$70.00	\$105.00	35%	25%
Protection Plus	\$17,654.00	\$195.00 mo. \$234.00 year	\$65.00	\$97.50	30%	N/A
Barnes' Alarm Systems, Inc.	\$6,485.00	\$212.50 mo. \$2550.00 year	\$55.00	\$110.00	27%	N/A
Armor Goup Integrated Systems, Inc.	\$13,238.00	\$270.00 mo. \$3,240.00	\$89.00	\$133.50	10,600.00 per year	25%

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office.

Members of the Public Present: Brad Nye - Protection Plus & Greg Rainer - Barnes Alarm.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor



BOARD OF COUNTY COMMISSIONERS


MAYOR Dixie M. Spehar, District 1  
Mayor Pro Tem, Murray E. Nelson, District 5  
George Neugent, District 2  
Charles "Sonny" McCoy, District 3  
David P. Rice, District 4

Office of the County Attorney  
PO Box 1026  
Key West, FL 33041-1026  
305/292-3470 - Phone  
305/292-3516 - Fax



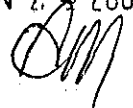
**MEMORANDUM**

TO: Ann Mytnik, Contract Monitor  
Public Facilities Maintenance

FROM: Suzanne A. Hutton   
Assistant County Attorney

DATE: January 23, 2003

SUBJECT: Alarm System Certification Bid

JAN 24 2003  


You have submitted to me numerous materials encompassing the RFP for Alarm System Annual Certification, Maintenance and Monitoring, the bid submitted by American Alarms, Inc., and a copy of the tabulation sheet from the bid opening. You have requested an opinion as to the reasonableness of the \$1,500 listed in Item #1 for Alarm System Annual Certification, and whether the American Alarms, Inc. bid can be considered a responsive bid in light of other areas of noncompliance. You note in your memo of January 21, 2003, that there was an error in multiplication for Item #2 both on their bid form and on their clarification letter and that certain forms in their bid package were not notarized.

First, the issue of the reasonableness of the pricing in Item #1 is difficult to assess. At first blush, it appears to be unreasonable because it is so much lower than the other bids. However, the other bids are, beginning with the lowest, in the sums of \$6,485, \$13,238, and \$17,654. Compound that with the fact that the next lowest bidder is a local contractor who probably doesn't have the economies of scale that American Alarms appears (from the materials provided to me) to have available and it would be quite possible that such a company would bid a higher number. The second to the highest bidder is from the Tampa area and location may play a part in the amount bid by said entity. However, the highest bidder is apparently a local contractor and, except for the fact that he apparently started business some ten years after American Alarms, and again, may be so small that there are not economies of scale, seems to be exorbitantly high. Accordingly, I cannot say that the bid for Item #1 is unreasonable per se.

Ann Mytnik  
Alarm System  
January 23, 2003  
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The miscalculation in Item #2 is an irregularity that could be readily waived by the County Commission.

More importantly, however, are those affidavits which were supposed to have been notarized, or even executed and weren't. They include the Non-collusion Affidavit, which was not even executed, and the sworn statement under Ordinance No. 10-1990, which was not notarized. Section 1.05 of the RFP sets forth the requirements to avoid disqualification. Section 1.05 Paragraph B, states that the Non-collusion Affidavit "must" be executed. Nothing is said regarding the notarization of the signature on said affidavit.

Similarly, nothing is written in Section 1.05 regarding the need to notarize the sworn statement under Ordinance No. 10-1990.

Section 1.05 Paragraph D does mandate the execution of the Drug Free Workplace Form, which wasn't completed.

According to the foregoing paragraphs regarding signatures and notarizations, the only imperative disqualification is that regarding the execution of the Non-collusion Affidavit. That affidavit was not even executed. The requirements regarding notarizations seem to be apparent on the face of the forms themselves but are not specified in the contract documents, even in the general provision regarding preparation of bids. Therefore, I do not think that the absence of notarizations on any of the affidavits is relevant. However, the failure to execute the Non-collusion Affidavit *ipso facto* disqualifies the bidder.

You request in your last paragraph an opinion regarding whether the bids should be rejected and re-bid or whether an award should be made to the apparent low bidder. With the exception of the cost of certification being so disparate, if you allow for the clarification for Item #2 of American Alarms, the bidders are all within a fairly normal range. For example, the two local bidders have under Item #3 an hourly rate of \$65 and \$55. Since American Alarms, the closest out-of-county contractor has an hourly rate of \$70, the two local rates do not seem to be absurd. I suspect that there may be a mistake with Barnes Alarm Systems in Item #4 since the other bidders have their overtime listed at time and a half of their regular hourly rate and Barnes has it at two times the hourly rate. But for that discrepancy, I would highly recommend going with the entity that appears to be the lowest qualified bidder after American Alarms, which disqualified itself by not submitting all documents required to be executed. You might want to seek a clarification on Item #4 from Barnes before you proceed, if you have not already clarified that the overtime is actually time and a half which would equal \$82.50.

Therefore, I can only advise you that it is appropriate to go forward with an acceptance of the low bid after the disqualification of American Alarms, or, given the discrepancies which appear, it would also be appropriate to reject all bids and to go back out for bid. As to which is the best business decision, I leave to your department to determine.

If you have any questions, please feel free to call.

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Barnes' Alarm Systems Contract # \_\_\_\_\_  
 Effective Date: 03/01/03  
 Expiration Date: 02/29/04

Contract Purpose/Description:  
Alarm system annual certification, maintenance, and monitoring

Contract Manager: Ann Mytnik 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 02/19/03 Agenda Deadline: 02/05/03

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 25,000.00 Current Year Portion: \$ 14,583.33  
 Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-  
101-20505-530-340-  
 Grant: \$ N/A  
 County Match: \$ \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/7/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>D. Pierce</u>	<u>2/7/03</u>
Risk Management	<u>2/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Walter Gumb</u>	<u>2/3/03</u>
O.M.B./Purchasing	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>John D</u>	<u>2/5/03</u>
County Attorney	<u>2/6/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Scott</u>	<u>2/6/03</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### **SECTION THREE CONTRACT**

THIS AGREEMENT, made and entered into this 19th day of February, 2003, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Barnes' Alarm Systems, Inc., (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

#### **3.01 THE CONTRACT**

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

#### **3.01 THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

#### **3.02 SCOPE OF THE WORK**

The Contractor shall provide all labor, tools, and equipment necessary to provide Alarm System Annual Certification, Maintenance, and Monitoring, in accordance with the Public Works Contract Specifications entitled:

#### ***ALARM SYSTEM ANNUAL CERTIFICATION, MAINTENANCE, AND MONITORING MONROE COUNTY, FLORIDA***

The Contractor shall provide all required documentation pursuant to National Fire Protection Association Requirements, and shall be on call twenty-four hours per day, seven days per week.

And his bid dated January 9, 2003, each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

#### **3.03 THE CONTRACT SUM**

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30<sup>th</sup> day of the following month in each of twelve (12) months. The Contract price (as stated in the Contractor's proposal) must be invoiced as follows:

- Alarm System Annual Certification \$6,485.00 per year
- Alarm System Central Station Monitoring \$ 212.50 per month
- Labor – Normal working hours of 8:00 a.m. to \$ 55.00 per hour

5:00 p.m. Monday through Friday excluding holidays

- Labor – Overtime rate for hours not stated above, including holidays. \$ 110.00 per hour
- Materials, supplies, and replacement parts  
Compensated at standard institutional and governmental discounts as offered by the manufacturer. Such costs must be documented with sales slip, invoices, or other acceptable proof of purchase. See Note Below. 27 % off list price
- Or
- Manufacturers invoice cost of parts and materials Cost + N/A %

Note: *Some providers get governmental discounts offered by the manufacturer, and they give Monroe County a percentage off of list price. Other providers base their pricing on a markup on the manufacturers cost. Only one of the above methods may be used.*

### 3.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

### 3.05 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing March 1, 2003 and terminating February 29, 2004.
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

### 3.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

### 3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

### 3.08 ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

### 3.09 ASSIGNMENT/SUBCONTRACT



The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

### **3.10 COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

### **3.11 INSURANCE**

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

### **3.12 FUNDING AVAILABILITY**

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

### **3.13 PROFESSIONAL RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

### **3.14 NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR

Barnes' Alarm Systems, Inc.  
5615 3<sup>rd</sup> Avenue #8  
Key West, FL 33040

3.15 CANCELLATION

- A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.15 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

3.16 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)

Attest:

CONTRACTOR

BARNES' ALARM SYSTEMS, INC.

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
WITNESS

Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_